

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK

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Civ. Case No. 05-8501((KMK)(JCF)

JODY CONCEPCION,

Plaintiff

ECF Case

-against-

THE CITY OF NEW YORK, POLICE OFFICER
ALEXIS FERNANDEZ, "JANE and JOHN DOES" 1-15,
and the REPUBLICAN NATIONAL COMMITTEE,

Defendants

-----x

**DECLARATION OF KAREN WOHLFORTH IN SUPPORT OF PLAINTIFF'S
MOTION TO COMPEL PRODUCTION OF DOCUMENTS UNDER FRCP
RULES 37, 34, AND 26 and LOCAL CIVIL RULE 33**

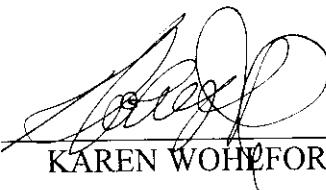
KAREN WOHLFORTH, having been fully apprised of the penalties of perjury, declares and states that the following statements made of her own knowledge are true and that statements made on information and belief, and opinions, she believes to be true:

1. I am one of the attorneys representing the Plaintiff in this action.
2. I submit this Declaration in support of Plaintiff's Motion to Compel Production of Documents and for Sanctions pursuant to Rule 37 (4).
3. Attached as Exhibit E is a true and correct copy of the Defendants' RNC Document Production dated 12-20-05 Bates stamped 000010441-8.
4. Attached as Exhibit F is a true and correct copy of the FOIL demand sent to the Comptroller's Office and the Mayor's Office of Contract Services by counsel for Plaintiff dated February 7, 2006.
5. Attached as Exhibit G is a true and correct copy of the response to the FOIL request by the Comptroller's Office dated March 13, 2006.

6 Attached as Exhibit H is a true and correct copy of the response to the FOIL request by the Mayor's Office of Contract Services, dated February 12, 2006.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

New York, New York
May 3, 2006



KAREN WOHLFORTH

EXHIBIT E

(c) The City shall devise, as part of its obligation to provide emergency medical services, an emergency medical plan (the "Emergency Medical Plan"). The City shall, at the City's cost, prepare and implement the Emergency Medical Plan with cooperation from the Host Committee and the COA.

Section 4.6 Parking Facilities. The City agrees to cooperate with the Host Committee and the COA in developing a parking plan (the "Parking Plan") for the Convention. The City also agrees to provide parking spaces for cars and/or buses as will be agreed upon, by and between the City, the Host Committee, and the COA.

Section 4.7 Security and Related Protective Services.

(a) The City shall provide, at its own cost, police and fire protection and assistance as shall be adequate to the needs of a convention the size and unique nature of the Convention and as specified in a Convention security plan to be jointly prepared by the Host Committee, the City, and the COA, in consultation with Madison Square Garden Center, Inc. ("MSG") and Vornado, as applicable, and subject to approval by the COA, with advice from a professional security consultant designated by the COA, if necessary, and paid for by the Host Committee (the "Convention Security Plan"). The Convention Security Plan will include, without limitation, the use of City Police (as defined below) and will: (i) provide for security and crowd control (both inside and outside of all applicable venues) and traffic control for activities related to the Convention during the Lease Periods; (ii) set forth the respective roles and responsibilities of City law enforcement personnel ("City Police"), the United States Secret Service, any security force of the Convention Complex, other private security personnel, and other federal, state, and local agencies; and (iii) take into account the requirements for security, crowd control, and traffic control in other cities in which earlier presidential nominating conventions of both political parties have been held. The Convention Security Plan will include, without limitation, provisions for securing the Convention Complex and all other Leased Facilities, Special Event Venues, Associated Areas, and the hotels and motels within the City housing participants of the Convention, and the public property surrounding or adjacent to the foregoing, as necessary.

(b) In support of the foregoing, (i) the City shall, without limitation and at the City's cost, provide such number of City Police, inside and outside the Convention

Complex, the other Leased Facilities, and Special Event Venues as specified in the Convention Security Plan at all times during the Lease Periods; and (ii) the Host Committee has secured the agreement of MSG and shall provide, as applicable, private security personnel as specified in the Convention Security Plan and in sufficient number as specified in the Convention Security Plan, inside Madison Square Garden and other Leased Facilities, as applicable, and as appropriate for a national political convention; provided, however, that such private security personnel shall not interfere with the City Police activity(ies) and shall cooperate fully with the City Police to insure the public safety, all as determined by the City Police.

(c) The City shall provide, at the City's cost, adequate personnel to control ingress to and egress from the Convention Complex, the other Leased Facilities, and the Special Event Venues and, if so provided in the Convention Security Plan, the construction and maintenance of security barriers or other obstacles at the Leased Facilities or elsewhere, the blockage of traffic, the closing of streets, the provision of restricted traffic lanes, and the provision of official escorts for certain vehicles (including, without limitation, vehicles transporting delegates), as specified in the Convention Security Plan.

(d) During the Lease Periods with respect to the Convention Complex, and during the period of use (together with reasonable periods preceding and following such use) with respect to the other Leased Facilities, the Special Event Venues, and the Associated Areas, matters relating to control of ingress to and egress from such areas shall be subject to the ultimate authority of the COA, subject to the City's access requirements. Matters relating to law enforcement both within and outside the Convention Complex during the Convention Period shall be subject to the ultimate authority of the Police Commissioner of the City, in consultation with the COA and the Host Committee.

(e) The COA, the Host Committee, and the City shall also mutually agree on a Traffic Control Plan. The City shall, at the City's cost, provide, during the Convention Period, adequate traffic-control personnel to facilitate the orderly flow of traffic into, from, and between the Convention Complex, each of the other Leased Facilities, and the Special Event Venues used by the COA pursuant to the Site City Agreement, each of the hotels and motels located within the City housing participants of the Convention, and area

airports, pursuant to such Traffic Control Plan. The Traffic Control Plan will provide for exclusive use by the COA of space sufficient to permit convenient and efficient debarkation and embarkation to and from the Convention Complex. The Traffic Control Plan will include, without limitation, reasonable provisions, subject to applicable law, for ensuring vehicular and pedestrian movements related to the Convention through the public property surrounding or adjacent to the Convention Complex, and the other Leased Facilities and the Special Event Venues, as necessary, as well as the closing of streets or other public by ways, the provision of restricted traffic lanes, and the provision of official escorts for certain vehicles (including, without limitation, vehicles transporting delegates), as necessary.

(f) The City shall, at the City's cost, provide adequate security as specified by the Convention Security Plan, including, without limitation, protection, and traffic control by City Police at and in all hotels and motels located within the City housing participants of the Convention, including, without limitation, officers, delegates, and alternate delegates, of the Convention and employees, candidates, members of the Convention, and employees of the RNC and of the COA. The City shall also, at the City's cost, provide adequate security, as specified by the Convention Security Plan, to delegations, officers, and candidates of the Convention, and designated officials of the RNC and the COA in transit between such hotels and motels and the Convention Complex and other Leased Facilities during the Lease Periods.

(g) The City agrees to designate an individual, with the approval of the COA, to supervise the security services to be provided pursuant to this Section and to serve as liaison and to coordinate with appropriate personnel of the Host Committee, the COA, the United States Secret Service, and any security force of the Convention Complex. The City agrees that such individual may not be replaced without the prior consent of the Host Committee and the COA; provided, however, that if such individual is unable to serve in this position, the City may replace him after consultation with the COA and the Host Committee. Such designated individual or his designee shall be available on a 24-hour basis during all Lease Periods.

(h) The City shall, at the City's cost, provide to the Host Committee, for use by the COA, radio communication facilities and equipment to permit efficient

communication with City Police. The COA shall return to the Host Committee such radio communication equipment after the Convention Period and shall use its best efforts to return such radio communication equipment in good and operable condition, reasonable wear and tear excepted. The Host Committee shall use its best efforts to return to the City such radio communication equipment after the Convention Period in the condition in which the Host Committee received them from the COA.

(i) The City shall, at the City's cost, provide a secure weapons storage facility for firearms and weapons not allowed to be carried in the Leased Facilities.

Section 4.8 Technology and Telecommunications Services. The City and the Host Committee shall work together to assist the COA with the preparation of a technology and telecommunications plan (the "Technology and Telecommunications Plan"). It is contemplated that the Technology and Telecommunications Plan will provide, at the City's cost, for the use, for purposes of the Convention, of certain goods and equipment meeting the specification provided by the COA that the City would provide. The City hereby agrees to provide such goods and equipment and to lend such goods and equipment to the Host Committee at no cost, and to authorize the Host Committee to re-lend such goods and equipment to the COA for use in connection with the Convention. The Host Committee agrees to use its best efforts to promptly return to the City such goods and equipment after the Convention Period, in good and operable condition, reasonable wear and tear excepted.

Section 4.9 Delegate Experience. The City agrees to cooperate with the Host Committee in providing a comprehensive package of amenities and experiences for all delegates to the Convention, including, without limitation, the welcoming ceremony, welcoming activities, delegate receptions, special events, decorations, and Volunteer support (the "Delegate Experience Package") and to cause the organization and provision of the Delegate Experience Package on behalf of the Host Committee.

Section 4.10 Alcoholic Beverages. The City shall use its best efforts to ensure that its officials, contractors, employees, and guests do not bring alcoholic beverages into Madison Square Garden or the Farley Post Office Building or onto the grounds thereof during the Convention Period other than as authorized by the COA or otherwise set forth in the Madison Square Garden Lease Agreement and the Farley Lease Agreement.

Section 5.18 Facilities, Furnishings, and Equipment in the Leased Facilities, Ancillary Facilities, and the Office Space.

(a) The Host Committee shall provide, or cause to be provided, for use by the COA in such rooms, halls, and areas of the Leased Facilities as, and at the times, designated by the COA, Furnishings and Equipment, lighting, sound systems, and other similar facilities to the specifications agreed upon by and between the Host Committee and the COA or as otherwise specified in this Site City Agreement.

(b) The Host Committee shall provide, or cause to be provided, such Furnishings and Equipment in office space leased to or otherwise used by the COA (whether located in the Convention Complex or in other Leased Facilities) as, and at the times, designated by the COA.

(c) The Host Committee and/or the owners and operators of the Leased Facilities, as applicable, shall be responsible for maintaining all Leased Facilities, office space, and Furnishings and Equipment provided pursuant to this Section 5.18, as well as those provided for elsewhere in this Site City Agreement, in a safe and operable condition.

Section 5.19 Security and Related Protective Services.

(a) The Host Committee has secured the agreement of the City, at the City's cost, to provide police and fire protection and assistance as shall be adequate to the needs of a convention the size and unique nature of the Convention and as specified in a Convention security plan to be jointly prepared by the Host Committee, the City, and the COA, in consultation with MSG and Vornado, as applicable, and subject to approval by the COA, with advice from a professional security consultant designated by the COA, if necessary, and paid for by the Host Committee (the "Convention Security Plan"). The Convention Security Plan will include, without limitation, the use of City Police (as defined below) and will: (i) provide for security and crowd control (both inside and outside all applicable venues) and traffic control for activities related to the Convention during the Lease Periods; (ii) set forth the respective roles and responsibilities of City law enforcement personnel ("City Police"), the United States Secret Service, any security force of the Convention Complex, other private security personnel, and other federal, state, and local agencies; and (iii) take into account the requirements for security, crowd control, and traffic control in other cities in which earlier presidential nominating conventions of both political

parties have been held. The Convention Security Plan will include, without limitation, provisions for securing the Convention Complex and all other Leased Facilities, Special Event Venues, Associated Areas, and the hotels and motels within the City housing participants of the Convention, and the public property surrounding or adjacent to the foregoing, as necessary.

(b) In support of the foregoing, (i) the City Agreement includes, without limitation, the agreement of the City, at the City's cost, to provide such number of City Police, inside and outside the Convention Complex, the other Leased Facilities, and Special Event Venues as specified in the Convention Security Plan at all times during the Lease Periods; and (ii) the Host Committee has secured the agreement of MSG and shall provide, as applicable, private security personnel as specified in the Convention Security Plan and in sufficient number as specified in the Convention Security Plan, inside Madison Square Garden and other Leased Facilities, as applicable, and as appropriate for a national political convention; provided, however, that such private security personnel shall not interfere with the City Police activity(ies) and shall cooperate fully with the City Police to insure the public safety, all as determined by the City Police.

(c) The Host Committee has secured the agreement of the City, at the City's cost, to provide adequate personnel to control ingress to and egress from the Convention Complex, the other Leased Facilities, and the Special Event Venues and, if so provided in the Convention Security Plan, the construction and maintenance of security barriers or other obstacles at the Leased Facilities or elsewhere, the blockage of traffic, the closing of streets, the provision of restricted traffic lanes, and the provision of official escorts for certain vehicles (including, without limitation, vehicles transporting delegates), as specified in the Convention Security Plan.

(d) During the Lease Periods with respect to the Convention Complex, and during the period of use (together with reasonable periods preceding and following such use) with respect to the other Leased Facilities, the Special Event Venues, and the Associated Areas, matters relating to control of ingress to and egress from such areas shall be subject to the ultimate authority of the COA, subject to the City's access requirements. Matters relating to law enforcement both within and outside the Convention Complex during the Convention Period shall be subject to the ultimate authority of the Police Commissioner of the City, in consultation with the COA and the Host Committee.

(e) The COA, the Host Committee, and the City shall also mutually agree on a

Traffic Control Plan. The Host Committee has secured the agreement of the City, at the City's cost, to provide, during the Convention Period, adequate traffic control personnel to facilitate the orderly flow of traffic into, from, and between the Convention Complex, each of the other Leased Facilities, and the Special Event Venues used by the COA pursuant to this Site City Agreement, each of the hotels and motels located within the City housing participants of the Convention, and area airports, pursuant to such Traffic Control Plan. The Traffic Control Plan will provide for exclusive use by the COA of space sufficient to permit convenient and efficient debarkation and embarkation to and from the Convention Complex. The Traffic Control Plan will include, without limitation, reasonable provisions, subject to applicable law, for ensuring vehicular and pedestrian movements related to the Convention through the public property surrounding or adjacent to the Convention Complex, and the other Leased Facilities and the Special Event Venues, as necessary, as well as the closing of streets or other public byways, the provision of restricted traffic lanes, and the provision of official escorts for certain vehicles (including, without limitation, vehicles transporting delegates), as necessary.

(f) The Host Committee has secured the agreement of the City, at the City's cost, to provide adequate security as specified by the Convention Security Plan, including, without limitation, police protection and traffic control at and in all hotels and motels located within the City housing participants of the Convention, including, without limitation, officers, delegates, and alternate delegates of the Convention and employees, candidates, members of the Convention, and employees of the RNC and of the COA. The Host Committee also has secured the agreement of the City, at the City's cost, to provide adequate security, as specified by the Convention Security Plan, to delegations, officers, and candidates of the Convention, and designated officials of the RNC and the COA in transit between such hotels and motels and the Convention Complex and other Leased Facilities during the Lease Periods.

(g) The City agrees to designate an individual, with the approval of the COA, to supervise the security services to be provided pursuant to this Section 5.19 and to serve as liaison and to coordinate with appropriate personnel of the Host Committee, the COA, the United States Secret Service, and any security force of the Convention Complex. The City has agreed that such individual may not be replaced without the prior consent of the Host Committee and the COA; provided, however, that if such individual is unable to serve in this position, the City may replace him after consultation with the COA and the Host Committee. Such designated individual or his designee shall be available on a 24-hour basis during all Lease Periods.

(h) The Host Committee also has secured the agreement of the City, at the City's cost, to provide the COA with radio communication facilities and equipment to permit efficient communication with City Police. The COA shall return to the Host Committee such radio communication equipment after the Convention Period and shall use its best efforts to return such radio communication equipment in good and operable condition, reasonable wear and tear excepted. The Host Committee has agreed to return to the City such radio communication equipment after the Convention Period, in good and operable condition, reasonable wear and tear excepted.

(i) The Host Committee has secured the agreement of the City, at the City's cost, to provide a secure weapons storage facility for firearms and weapons not allowed to be carried in the Leased Facilities.

Section 5.20 Transportation Services.

(a) The Host Committee shall engage a transportation consultant designated by the COA. The Host Committee and the COA shall jointly prepare a transportation plan (the "Transportation Plan"). The Transportation Plan will include, without limitation, the following:

(i) Beginning on the date of this Agreement and continuing through the Convention Period, Host Committee shall provide sedan car service for officers and staff of the COA and other officials as designated by the COA when such persons are in New York City conducting convention-related business.

(ii) During the period from June 15, 2004 through the end of the Convention Period, the Host Committee shall provide or cause to be provided an air-conditioned shuttle bus system for staff of and Volunteers with respect to the Convention designated by the COA between and among the Convention Complex, each of the other Leased Facilities, and the Special Event Venues and each of the hotels and the motels located within the City as shall be designated by the COA. The specific stops, hours of operation, frequency of service, routes, and equipment all shall be set forth in the Transportation Plan.

(iii) During the Convention Period, the Host Committee shall make available or cause to be made available adequate air-conditioned bus transportation services to transport participants of the Convention between their respective hotels and motels located within the City, the Convention Complex, the other Leased Facilities, and the Special Event Venues for each session of the Convention and for Special Events, Coordinated Events, and other designated activities of the Convention. The manner of providing such services and the equipment used by the Host Committee shall be as specified in the Transportation Plan, and shall provide for appropriate quantities of

EXHIBIT F

KAREN WOHLFORTH
ATTORNEY AT LAW
SUITE 1700
299 BROADWAY
NEW YORK, NEW YORK 10007
—
(212) 619-2457

February 7, 2006

New York City Office of the Comptroller
FOIL Officer
Municipal Building
1 Centre Street room 530
New York, New York 10007

FOIL REQUEST

Dear Sir or Madam:

Pursuant to rights outlined in the Freedom of Information Law, I herewith request copies of the following contracts signed or approved by the City of New York:

1. **The City Agreement for The 2004 Republican National Convention**, dated January 31, 2003, and signed by Mayor Bloomberg for the City of New York, and Kenneth Gross, Director of the New York City Host Committee 2004.
 2. **Site City Agreement for the 2004 Republican National Convention**
Signed by City of New York for the 2004 Republican National Convention
 3. Contract between City of New York and **Vornado Corp.** for provision of security services for the 2004 Republican National Convention.

Please provide this information pursuant to the time limits provided under the provisions of the Freedom of Information Law, and advise me at the above-listed telephone number as to when I may pick up the items requested.

Very truly yours,

KAREN WOHLFORTH, ESQ.

KAREN WOHLFORTH
ATTORNEY AT LAW
SUITE 1700
299 BROADWAY
NEW YORK, NEW YORK 10007
(212) 619-2457

February 7, 2006

Mayor's Office of Contract Services

FOIL OFFICER
Public Access Center
253 Broadway, 9th floor

New York, NY 10007

FOIL REQUEST

Dear Sir or Madam:

Pursuant to rights outlined in the Freedom of Information Law, I herewith request copies of the following contracts signed or approved by the City of New York:

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3. Contract between City of New York and **Vornado Corp.** for provision of security services for the 2004 Republican National Convention.

Please provide this information pursuant to the time limits provided under the provisions of the Freedom of Information Law, and advise me at the above-listed telephone number as to when I may pick up the items requested.

Very truly yours,

KAREN WOHLFORTH, ESQ.

EXHIBIT G



THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET
NEW YORK, N.Y. 10007-2341

WILLIAM C. THOMPSON, JR.
COMPTROLLER

March 13, 2006

Karen Wohlforth, Esq.
299 Broadway, Suite 1100
New York, NY 10007

Re: Freedom of Information Law Request for:

1. The City Agreement for the 2004 Republican National Convention, dated January 31, 2003...;
2. City-Site Agreement for the 2004 Republican National Convention signed by City of New York for the 2004 Republican National Convention;
3. Contract between City of New York and Vornado Corp. for provision of security services....

Dear Ms. Wohlforth:

In order to respond to your Freedom of Information Law request, a search was conducted for registered contracts responsive to your request for:

1. The City Agreement for the 2004 Republican National Convention, dated January 31, 2003...;
2. City-Site Agreement for the 2004 Republican National Convention signed by City of New York for the 2004 Republican National Convention;
3. Contract between City of New York and Vornado Corp. for provision of security services....

Despite a diligent search by the Comptroller's Office of Contract Administration, no registered contracts responsive to your request were located.

Sincerely,

Allen Fitzer
Records Access Officer

AF:dk

EXHIBIT H



**OFFICE OF THE MAYOR
OFFICE OF CONTRACT SERVICES**

253 Broadway - 9th Floor
New York, New York 10007

MARLA G. SIMPSON
Director

February 12, 2006

Karen Wohlforth, Esq.
299 Broadway, Suite 1700
New York, NY 10007

Dear Ms. Wohlforth:

This office has received your February 2, 2006 request, under the New York State Freedom of Information Law ("FOIL"), for contracts signed or approved by the City of New York regarding the City Agreement and the Site City Agreement for the 2004 Republican National Convention, as well a contract between the City and Vornado Corp. for provision of security services for the 2004 Republican National Convention.

The Mayor's Office of Contract Services does not possess or maintain the documents referenced in your letter. As a result, we are unable to comply with your request. If you have questions about this information, you may contact me directly at 212-788-2493.

Yours truly,
A handwritten signature in black ink, appearing to read "Ken Jockers". It is enclosed in a large, roughly circular oval border.
Ken Jockers
Deputy General Counsel

cc: Jeffrey Dougherty
Special Federal Litigation
New York City Law Department